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Federal Communications Commission.
Via File Transfer

RE: Petitions for Reconsideration and Clarification of Action in Rulemaking Proceeding

To Whom It May Concern:

I would like to petition the Commission to amend the Establish Business Relationship rules to include transactions involving ongoing contracts through time.

To begin my argument, I have provided an example where the amendment would apply.

70% of mortgage loans today are originated by mortgage brokers. According to the new rule, an Established Business Relationship ends 18 months from the conclusion of an original transaction i.e. payment of money to the broker.

The lender, who in turn will collect the consumer's monthly payments based on the contract period of the loan, OBTAINS the Established Business Relationship with the consumer through its collection function. The original lender may in turn pass that right of collection off to another entity who may not be known personally to the consumer, and who by your definition of an Established Business Relationship would OBTAIN that right. If the length of time exceeds 18 months from the conclusion of the broker/lender's role, and/or 18 months from the transfer of servicing rights, ONLY the last entity in place would have an unrestricted right to contact a consumer on the Do-Not-Call list under the Establish Business Relationship rule.

The consumer established a business relationship with a broker rather than a lender because the consumer understood the broker's role in the transaction: To secure the best loan available from any source at the time for him. The subsequent lender or lenders, who service his mortgage, did not establish an initial relationship with the consumer, nor would it be someone the "consumer would expect to hear from" in an originating fashion.

ARGUMENT:

It seems that the new rule TRANSFERS entities without an Established Business Relationship the benefits of that relationship, while at the same time limits contact by originators who established the relationship in the first place. When 70% of an industry's transactions are completed this way i.e. the mortgage industry, this new rules represent a MASSIVE AND UNFAIR SHIFT in competitive advantage that is not my belief

intended by Congress, the FTC or the FCC, nor understood by consumers who opt to use the Do-Not-Call list.

Furthermore, any entity who receives through transfer the right to service a contract, and the ongoing right to the Established Business Relationship, might cross-reference the Do-Not-Call list with its list of existing customers, and TARGET them for telemarketing campaigns. It might do that BECAUSE all other competition would be excluded from contact. Being on the Do-Not-Call could make consumer a TARGET for any entity who could legally construe the most far-flung business connection to the consumer either through transfer of right, or servicing of contract; and who may not be familiar to the consumer through any prior business contact.

Many states including California have passed legislation to protect the release of consumers private information to other entities so it seems highly inconsistent that the FTC or the FCC would set up a framework that not only restricts contact from the entity the consumer confided in, but then TRANSFERS that right to another entity that can violate his privacy under Do-Not-Call by the legal transfer of the Established Business Relationship.

For business transactions that involve both an originating function and an ongoing function such as loan servicing, it seems highly unfair and anti-competitive to exclude from the Established Business Relationship the only contact that the consumer would have known personally, the originator, and give that exclusive, Established Business Relationship to a stranger.

Recommended Solution

My recommendation would be to expand the rules on Established Business relationships to include the contracted time set forth by the originating transaction. For example, if a loan is made for 5 years, then the Established Business Relationship should extend 18 months beyond the conclusion of the contract, not from the moment it is originated.

Expanding the rule in this fashion would protect the consumer's right to Do-Not-Call while extending the right to the Established Business Relationship through the contract period negotiated at the outset of the relationship.

I respectfully request that the Commission review my request and extend the Established Business Relationship definition to include the full length of the contract period established at the outset of any transaction with a consumer.

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